



DEAN D. EFSTATHIOU, Acting Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 29, 2008

IN REPLY PLEASE
REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AWARD OF CONTRACTS FOR AERIAL PHOTOGRAPHY, TOPOGRAPHIC,
AND/OR PLANIMETRIC MAPPING AND RELATED-WORK PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to award contracts for Aerial Photography, Topographic, and/or Planimetric Mapping and Related-Work Program within the unincorporated County areas. The Department of Public Works requires aerial mapping surveys for use in engineering studies and designs, flood plain management, and for State and Federal natural disaster reimbursements.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award contracts for Aerial Photography, Topographic, and/or Planimetric Mapping and Related-Work Program in an annual aggregate sum not to exceed \$400,000 to the following contractors: Towill, Inc., located in Carlsbad, California; Mapcon Mapping, located in Salt Lake City, Utah; and RBF Consulting, located in Camarillo, California. These contracts will be for a term of one year commencing upon August 1, 2008, with two 1-year renewal options, not to exceed a total contract period of three years.
2. Authorize the Acting Director of Public Works or his designee to annually increase the Program's amount up to an additional 25 percent of the annual aggregate sum for unforeseen, additional work within the scope of

the contracts, if required; and to adjust the annual aggregate sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

3. Authorize the Acting Director of Public Works or his designee to execute these contracts; to renew one or more of these contracts for each renewal option if, in the opinion of the Acting Director of Public Works, the contractors have successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Acting Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award contracts for Aerial Photography, Topographic, and/or Planimetric Mapping and Related-Work Program within the unincorporated County areas. The Department of Public Works (Public Works) requires aerial mapping surveys for use in engineering studies and designs, flood plain management, and for State and Federal natural disaster reimbursements. The work to be performed will consist of photographic missions, lab work, and analytical control/bridging. Public Works has contracted for these services since 1982.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Community Services (Goal 6). The contractors who have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. These contracts are for an annual aggregate amount not to exceed \$400,000 plus 25 percent for unforeseen, additional work within the scope of the contract and to adjust the annual aggregate sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract. This amount is based on Public Works' estimated annual utilization of the contractors' services.

Financing for these services is included in the Fiscal Year 2008-09 Road and Internal Service Fund Budgets. The Flood Control District Fund will reimburse the portion of the services financed by the Internal Service Fund. When the need arises for services under these contracts, financing for the required services will be from the appropriate fund source. Total annual expenditures for these services, however, will not exceed the contract amount approved by your Board, and no service will be ordered without the funding authorization of Public Works' Financial Management Branch. Funds to finance the contracts' option years, including the cost-of-living adjustment and any 25 percent increases for contingencies, will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contracts will be in the form previously reviewed and approved by County Counsel (Attachment A). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the Chief Executive Officer's and your Board's requirements.

These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with the Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts will commence on August 1, 2008, for a period of one year. With your Board's delegated authority, the Acting Director of Public Works or his designee may renew these contracts for two 1-year renewal options, not to exceed a total contract period of three years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on January 23, 2008, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed, and intermittent basis; hence, these contracts are not a Proposition A contract (Los Angeles County Code Chapter 2.121).

These contracts include a cost-of-living adjustment provision, which is in accordance with your Board Policy, which was approved on January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

Approval of the contract is not a project subject to the provisions of the California Environmental Quality Act (CEQA) because it can be seen with certainty that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment in accordance with Public Resource Code Section 21065 and Section 15378 of CEQA.

CONTRACTING PROCESS

On January 24, 2008, Public Works solicited proposals from 104 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On February 20, 2008, 11 proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references. Based on this evaluation, it is recommended that this contract be awarded to the three highest-rated, responsive, and responsible proposers.

Once Public Works identifies the work to be performed, Public Works will initially offer one project to each awarded contractor on a rotating sequence beginning with the highest-rated contractor as indicated below. The Contract Manager will call the contractor. The contractor will have 24 hours to respond. In the event there is no response or the contractor selected is not available to perform the work within the County's time frame or cannot perform the work, Public Works will then offer the work to the next contractor in the rotation. This process will be repeated with the remaining contractors until a contractor is found to be available and capable to accomplish the work. Once each contractor has been awarded one individual project, award of additional work throughout the life of the contract will be based on the County's best interests as determined by Public Works, contractor's availability and ability to perform the requested work, and a balance of awarded dollar amounts between the contractors.

The following is the order of the contractors starting from highest-rated to lowest-rated:

1. Towill, Inc.
2. Mapcon Mapping
3. RBF Consulting

IMPACT ON CURRENT SERVICES (OR PROJECTS)


The award of these contracts will not result in the displacement of any County employees as these as-needed and intermittent services are presently contracted with the private sector.

The Honorable Board of Supervisors
July 29, 2008
Page 6

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works,
Administrative Services Division.

Respectfully submitted,

for 
DEAN D. EFSTATHIOU
Acting Director of Public Works

DDE

GZ:cg

Attachments (2)

c: County Counsel

SAMPLE AGREEMENT FOR
AERIAL PHOTOGRAPHY, TOPOGRAPHY, AND/OR
PLANIMETRIC MAPPING AND RELATED-WORK PROGRAM

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [NAME OF CONTRACTOR], a [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 20, 2008, hereby agrees to provide services as described in the attached specifications for Aerial Photography, Topography, and/or Planimetric Mapping and Related-Work Program, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all contractors providing service under this Program an aggregate annual amount to exceed \$400,000 (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that contracts for these services would be awarded to one or more qualified contractors to provide these as-needed services. Public Works will identify the work to be performed, and Public Works will initially offer one project to each awarded contractor on a rotating sequence beginning with the highest-rated contractor. The Contract Manager will call the contractor. The contractor will have 24 hours to respond. In the event there is no response or the contractor selected is not available to perform the work within the County's time frame or cannot perform the work, Public Works will then offer the work to the next contractor in the rotation. This process will be repeated with the remaining contractors until a contractor is found to be available and capable to accomplish the work. Once each contractor has been awarded one individual project, award of additional work throughout the life of the contract will be based on the County's best interests as determined by Public Works, contractor's availability and ability to perform the

requested work, and a balance of awarded dollar amounts between the contractors. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing on August 1, 2008. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

//

ELEVENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through D, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information**Bid Number :** PW-ASD 705**Bid Title :** Aerial Photography, Topography, and/or Planimetric Mapping Services (2008-AN010)**Bid Type :** Service**Department :** Public Works**Commodity :** AERIAL PHOTOGRAPHY SERVICE**Open Date :** 1/24/2008**Closing Date :** 2/5/2008 9:00 AM**Bid Amount :** \$ 300,000**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Aerial Photography, Topography, and/or Planimetric Mapping Services (2008-AN010). The total annual contract amount of this service is estimated to be \$300,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/aerialphoto.pdf> or from Ms. Tami Maldonado at (626) 458 4080, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, Proposer has submitted appropriate State license(s) and certification(s) required to perform the service. Proposer has submitted copies of the Proposer's and/or employees' valid and active California Land Surveyor license required to perform the work. Proposer has submitted copies of the Proposer's, employees', and/or subcontractors' valid and active pilot licenses and Federal Aviation Administration (FAA) certifications required to perform the work. Proposer has submitted copies of the Proposer's, employees', and/or subcontractors' valid, active, and current aerial camera calibration report made within the last three years by the U.S. Geological Survey Laboratory. Proposer or its managing employee must have a minimum of six years' experience performing the type of service solicited for aerial photography and three years' experience performing all other types of services solicited.

A Proposers' Conference will be held on Tuesday, February 5, 2008, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, February 20, 2008, at 5:30 p.m. Please direct your questions to Ms. Maldonado at the number above.

Contact Name : Tami Maldonado**Contact Phone# :** (626) 458-4080**Contact Email :** tmaldonado@dpw.lacounty.gov**Last Changed On :** 1/24/2008 12:07:12 PM[Back to Last Window](#)